

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

FILED
U.S. DISTRICT COURT
BALTIMORE, MARYLAND
2005 MAY 17 P 3:29

POLLY A. MILLER, *et al.*

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Plaintiffs

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v.

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Civil Action No.: CCB 00 CV 2808

BALTIMORE GAS AND ELECTRIC
COMPANY, *et al.*

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Defendants

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CONSENT DECREE

On September 20, 2000, Plaintiffs Polly A. Miller, Beverly L. Pickett, Dante O. King, Elbertino C. Dennis, Phillip Sutton, Angela R. Washington-Sewell, Michelle Patton and Danny Adams (collectively, "Plaintiffs"), filed a Complaint in the United States District Court for the District of Maryland on behalf of themselves and other current and former African-American employees at the Calvert Cliffs Nuclear Power Plant, Inc. ("CCNPP"), alleging, *inter alia*, claims under Title VII, 42 U.S.C. § 2000 *et. seq.* ("Title VII") and 42 U.S.C. § 1981 ("Section 1981"). The Parties to the above-captioned case have reached a settlement, the terms of which are incorporated into this Consent Decree as follows:

I. PURPOSES OF THE CONSENT DECREE

A. The Parties have agreed to settle the above-captioned case on the terms set forth herein and have agreed to the entry of this Consent Decree by this Court for the following purposes:

1. to assure equal employment opportunities for all CCNPP employees by, *inter alia*, implementing injunctive changes to certain CCNPP employment policies and procedures;
2. to promote and ensure continuing compliance with CCNPP's equal employment policies by providing for periodic reports concerning the implementation of the terms of this Consent decree and retention of jurisdiction by the Court;
3. to establish an efficient procedure for providing appropriate monetary relief to the Plaintiffs and to members of the Settlement Class;
4. to avoid further expensive and time-consuming litigation; and
5. to provide finality of this case.

II. DEFINITIONS

A. In addition to the terms defined elsewhere in the Consent Decree, the following terms when used in this Consent Decree shall have the following meanings:

1. "Complaint" refers to Civil Action No. CCB 00 CV 2808 filed in the United States District Court for the District of Maryland Southern Division.
2. The "Class," "Settlement Class" or "Class Members" shall refer to the persons described in Section VI of this Consent Decree.
3. "Class Counsel" or "Plaintiffs' Counsel" shall refer to Timothy B. Fleming and Lori B. Kisch of Wiggins, Childs, Quinn & Pantazis, L.L.C., and to Grant E. Morris of the Law Office of Grant Morris.
4. "Class Fund" refers to the fund that the Company has established from which awards are distributed to Plaintiffs and Class Members. The Class Fund consists of \$1,550,000 plus the reversion of any portion of the \$300,000 that is not needed to pay fees and expenses associated with the Special Master.
5. "Court" means the United States District Court for the District of Maryland.
6. "CCNPP" refers to Defendant Calvert Cliffs Nuclear Power Plant, Inc. and/or its predecessors, assigns, partners, officers, directors, agents, representatives, employees and ex-employees.
7. The "Company" refers to Defendant Constellation Energy Group, Inc., its affiliates, subsidiaries and their predecessors and successors, including but not limited to Baltimore Gas and Electric Company.
8. "Eligible Claimants" shall refer to those Class Members who timely file Claim forms pursuant to Section XI of this Consent Decree.
9. "Effective Date" refers to the date upon which the appeal period runs after the Court's final approval of the Parties' settlement and entry of the Consent Decree.
10. "Employee" means a person or persons who is or was on CCNPP's payroll at any time between September 1996 and the Preliminary Approval Date. Information regarding the employment status of such a person shall be verified by records maintained by CCNPP.
11. "Term of the Consent Decree" shall refer to 36 months after the Effective Date of the Consent Decree.
12. "Temporary Assignment" shall refer to non-outage or outage related assignments at CCNPP expected to last more than 60 days but less than 120 days.
13. "Good faith effort(s)" means reasonable steps to realize or comply with the terms of the Consent Decree and the specified objectives to which the efforts are directed.

14. “Party” or “Parties” refers to CCNPP, Constellation Energy Group, Constellation Nuclear, Baltimore Gas and Electric Company, and Plaintiffs.

15. “Plaintiffs” or “Class Representatives” refers to Polly A. Miller, Beverly L. Pickett, Dante O. King, Elbertino C. Dennis, Phillip Sutton, Angela R. Washington-Sewell, Michelle Patton and Danny Adams.

16. “Preliminary Approval Date” means the date upon which preliminary approval of the settlement is granted and this Consent Decree is entered by the Court.

III. JURISDICTION

A. The Court has jurisdiction over the Parties and the subject matter of this action. The Complaint asserts claims that, if proven, would authorize the Court to grant the monetary and injunctive relief provided herein.

B. This Court shall retain jurisdiction of this action during the Term of the Consent Decree for the purpose of resolving all disputes, interpreting and enforcing this Consent Decree and otherwise entering all orders, judgments and agreements that may be necessary to implement the relief provided herein.

IV. EFFECTIVE DATE AND DURATION OF CONSENT DECREE

A. The injunctive relief provisions and agreements contained herein shall be effective upon the Effective Date.

B. The injunctive relief provisions of this Consent Decree shall remain in effect for the term of the Consent Decree.

C. The term of the Consent Decree shall be 36 months after the Effective Date of the Consent Decree.

V. NO ADMISSION OF LIABILITY

A. The Court has made no findings concerning the Company’s alleged violations of Title VII or Section 1981 or any other federal, state or local law, regulation, order or rule. The Company expressly denies any wrongdoing whatsoever, while the Plaintiffs adhere to the allegations of discrimination raised in this case. Accordingly, this Consent Decree shall not constitute and shall not be used in this or any other case or action as evidence of any such violation of Title VII or Section 1981 or any other federal, state or local law, regulation, order or rule. If for any reason settlement is not effectuated, no evidence of this Consent Decree shall be admissible for any purpose in this or any other action.

B. By agreeing to, and voluntarily entering into this Consent Decree, there is no admission or concession by the Parties, express or implied, that the Company has or has not in any way violated Title VII or Section 1981 or any other federal, state or local law, regulation, order or rule. This Consent Decree does not contain and will not be interpreted or construed to contain any such admission. The Parties agree that they will not now or hereafter argue or contend that it can or should be treated as such.

VI. SCOPE AND EFFECT OF SETTLEMENT

A. Definition Of Settlement Class

1. For settlement purposes only, the Parties stipulate to the following:

a. The Parties' counsel stipulate to the certification of the Class pursuant to Rule 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure described as: all African-American employees who are or were employed in non-managerial positions at CCNPP at any time between September 20, 1996 and the Preliminary Approval Date.

(1) The Parties' counsel have exchanged and agreed upon a list of known Class Members believed to be eligible to file claims for monetary relief (the "Class List").

(2) Class Counsel and CCNPP's counsel have exchanged and agreed upon a list indicating the current addresses of each individual on the Class List and agree to maintain that list jointly and update it as necessary.

B. Settlement Scope

This Consent Decree is intended to, and does effectuate, a full, final and complete resolution of all claims of harassment and/or discriminatory and/or unlawful employment practices based on race occurring on, or before, the Preliminary Approval Date of the Consent Decree that were, or could have been brought by, or on behalf of, Plaintiffs and/or one or more Class Members, including, but not limited to, all such claims arising under federal, state and/or local laws, and all claims for attorneys' fees and costs (as set forth in Section VII, *infra*).

VII. RELEASE OF CLAIMS

A. Release

1. The negotiation and entry of this Consent Decree have been undertaken for the purpose of settling all claims of racial discrimination and/or harassment that Plaintiffs and the Class Members have brought, or could have brought, against the Company, officers, directors, and/or employees (collectively the "Released Parties") in this Complaint. On the Effective Date, Plaintiffs and all Class Members who have not opted-out pursuant to Section IX.B.2.-3., herein, both individually and as a class, for themselves, their attorneys, spouses, executors, representatives, heirs, successors and assigns, and any other persons who could claim through them, in consideration of the monetary and injunctive relief set forth herein, the sufficiency of which is expressly acknowledged, fully and finally release and forever discharge the Released Parties from any and all past and/or present claims, rights, demands, charges, complaints, actions, causes of action, obligations or liabilities of any and every kind for individual and/or class injunctive, monetary and/or other relief based upon any and all claims of race discrimination or race-based harassment and/or hostile work environment whether known or unknown, or whether such causes of action were or could have been based on any federal, state or local law, statute, common law, or administrative regulation, that arose before the Preliminary Approval Date, including, but not limited to, any and all claims

for alleged racial harassment or race-based discrimination relating to job assignments, promotions, training, discipline, terminations, or to any other term or condition of employment or benefits or privileges of employment, and further including, without limitation, any such claims that any Plaintiff, and/or Class Member may have filed or caused to be filed, in any complaint before any court of law, administrative agency (state, federal or local), arbitrator or board prior to the Preliminary Approval Date (the "Released Claims").

2. In addition, to the extent that Plaintiffs and Class Members pursue relief under Section XI B.1., in consideration of the monetary and injunctive relief set forth herein, the sufficiency of which is expressly acknowledged, each such Plaintiff and Class Member agrees further to release, on behalf of himself or herself, his or her agents, assigns, attorneys, executors, heirs, offspring, spouses and successors, and any other persons who could claim through them, fully and forever, any and all discrimination claims against the Released Parties, whether now known or discovered at any future time, including but not limited to any and all such discrimination claims arising from or relating to his or her employment at the Company up to and including the Preliminary Approval Date of this Consent Decree.

a. The release, to be executed by Plaintiffs and Class Members who pursue relief under Section XI.B.1. (Exhibit E), includes all claims of employment discrimination or harassment based not only on race but also gender, age, national origin, religion, sexual orientation or any other protected category; unlawful retaliation for bringing an EEO claim or complaint, handicap or disability discrimination, or any other type of discrimination claim that arises from, or relates to, each Plaintiff's or Class Member's employment with the Company up to and including the Preliminary Approval Date of this Consent Decree.

b. The release to be executed by Plaintiffs and Class Members who pursue relief under Section XI.B.1. (Exhibit E) is a full and final release applying not only to all released discrimination claims that are currently known, but also to any discrimination claims presently in existence on or before the Preliminary Approval Date of the Consent Decree, unknown, unanticipated and/or undisclosed.

C. Re-employment

Those of the Plaintiffs who were not employed at CCNPP as of 1/31/05 agree that they will never reapply for employment with CCNPP. Once the claims process is completed and all monies have been awarded by the Special Master, such Plaintiffs can apply for employment at any Constellation Energy Group facility, other than CCNPP.

VIII. INJUNCTIVE RELIEF

The following injunctive relief will be provided during the Term of this Consent Decree:

A. Training at CCNPP

1. CCNPP will provide professional, comprehensive, mandatory training on Equal Employment Opportunity (“EEO”) issues for all employees within five months of the Effective Date, not counting outages during this period.

a. The EEO training will include, for example, CCNPP’s complaint procedure, the Diversity Director’s role at CCNPP, non-retaliation, and all other standard EEO topics. For managers and supervisors, this training, for example, will include how to conduct a job selection interview, make non-discriminatory, non-retaliatory job selections, and how to administer discipline in a non-discriminatory, non-retaliatory fashion.

b. Class counsel will have an opportunity to review and comment to the Company on the efficacy of the training program, including any written and/or online training materials, and if Class Counsel believes the training program or the training materials do not comport with professional EEO training standards, Class Counsel may utilize the Dispute Resolution procedures set forth in Section XIII.

c. The Parties agree that on-line training provided by an outside vendor may be acceptable to comply with this paragraph of the Consent Decree.

2. Qualifications

a. Active employees of CCNPP seeking to obtain on-the-job qualifications for their current positions can choose a trainer and/or evaluator from a list of on-the-job trainers and on-the-job evaluators determined by CCNPP. If the employee’s first choice for trainer or evaluator is not available, employees can designate a second, third and fourth choice of trainer or evaluator. If none of the employee’s choices are available, CCNPP management will assign the trainer/evaluator based on availability. Pursuant to the current CCNPP practice, trainers and evaluators for specific tasks will remain separate.

b. With regard to any oral qualification board/exams administered, CCNPP agrees that if a Class Member does not pass his or her oral exam, the employee can request another qualified supervisor of his or her choice to be present, and if qualified, to administer a subsequent oral exam.

c. CCNPP will establish desired timeframes, based on industry benchmarks, for employees to complete the qualification training. The Training Oversight Committees at CCNPP will be in charge of tracking progress of qualifications on a periodic basis and supervisors will be evaluated, in part, on their employees’ timely qualification progress.

d. In instances where an employee’s qualifications lapse, the employee’s General Supervisor or Director will develop a requalification plan in consultation with the training department and with the employee.

e. CCNPP will compile a list of all employees at the site who currently have not completed initial qualifications for their current positions. A list of those individuals coded by race will be provided to the Diversity Director.

f. As part of a target time frame for completing the qualifications or requalification program, CCNPP will evaluate providing reasonable on-the-job study times. Any such study times will apply to all employees and will be communicated in writing to all employees.

g. CCNPP will communicate in writing the consequences for failing to meet the qualification deadlines and when such consequences would arise and will establish and communicate in writing a standardized process for granting extensions to such deadlines.

3. Non-Accredited Training and Training for Elective Qualifications for Accredited Programs

a. CCNPP management will determine what non-accredited training and training for elective qualifications for accredited programs is offered to employees and which employees may attend such training. Selections as to who may attend non-accredited or training on elective qualifications for accredited programs training will be based on the needs of the business taking into account, as one factor, EEO-related issues.

b. Non-accredited training offered to employees at CCNPP from the Organizational Development Unit will be posted on the CCNPP Intranet.

c. CCNPP will develop a training request form. If a Class Member desires to take a non-accredited training course or receive training on an elective qualification for an accredited program, he or she will present the form to his or her supervisor who will respond whether or not they are granting the training request. The form will include the date of the request, the date of the supervisor's action and a reason for any denial of a training request. Employees will be provided space on the form to respond to the supervisor's response. Employees will be provided a copy of the completed training request form. The supervisor will forward to Human Resources on a quarterly basis a list of all Class Members who have requested training and whether the training request was granted or denied. Such lists shall be coded by race by HR and forwarded to the Diversity Director for review and monitoring consistent with the Company's EEO policies.

4. Career Development

a. CCNPP will commit to providing a "Roadmap to Success at CCNPP" program. The site Vice President (or comparable employee) will speak at the program.

b. CCNPP will develop "job maps" for all first-line supervisors and above. For all positions at CCNPP, job descriptions will be available in Human Resources. These job descriptions will include prerequisites, required and preferred qualifications and the knowledge, skills and abilities that are necessary for a position.

c. CCNPP will conduct career development workshops supervised by the Constellation Generation Group's Organizational Development Human Resources Team which will address how employees can manage their careers. These annual workshops will be conducted for African-American employees at CCNPP and will include managers from each of the significant departments at the site.

d. CCNPP will conduct training for all managers and their direct reports at the site on how to be a successful mentor. First-line supervisors and above at CCNPP will be evaluated, in part, on their mentoring and commitment to diversity.

B. Temporary Assignments

1. CCNPP will require department heads at CCNPP to announce upcoming Temporary Assignments at the first-line supervisor level and below to be filled by CCNPP employees. Any employee who is interested in a Temporary Assignment should express their interest to the department head. The selection for the Temporary Assignment will be made by the department head in conjunction with the employee's supervisor. Any employee not selected for Temporary Assignment can raise the issue with the Human Resources Department and/or, if an EEO issue, with the Diversity Director.

2. In the event that a temporary assignment that is expected to last fewer than 120 days is extended beyond the 120 day limit, such an extension must be approved by Human Resources and reported to both Human Resources and the Diversity Director.

3. CCNPP agrees that it will instruct management at CCNPP to distribute Temporary Assignments consistent with the Company's EEO policy.

4. The department that is filling a Temporary Assignment will be required to provide a list of employees that are selected and those that are not selected for Temporary Assignments at the first-line supervisor level and below. Such lists will be provided to Human Resources, which will code the information by race and provide the lists to the Diversity Director to monitor for consistency with CCNPP's EEO policies every six months.

5. Each Class Member will be permitted to request a meeting with Human Resources and his or her department manager to discuss temporary assignment opportunities.

C. Promotions

1. Succession Planning Process (formerly known at CCNPP as the "Human Resource Planning Process" or "HRP")

a. CCNPP's succession planning process will include only positions at the general supervisor level and above.

b. CCNPP Management will use a Succession Planning process planning form to nominate candidates for Succession Planning consideration. The Succession Planning process form will include the knowledge, skills, abilities and experience, and any other qualifications necessary to be identified as a

candidate for a position. Copies of the blank forms identifying the requisite knowledge, skills, abilities and experience necessary to be nominated for a specific job will be available to all employees in the Human Resources office.

c. CCNPP generally prepares a Succession Planning list that identifies individuals available for promotion. Each year candidates that are included on the Succession Planning list will be informed that they are so listed as well as what positions they are listed for and their status on the Succession Planning list (e.g., “ready now”).

d. Everyone on the Succession Planning list who is not listed as “ready now” will have the opportunity to work with his/her current supervisor to create an “Individual Development Plan.”

e. The Diversity Director will attend Succession Planning meetings, and s/he will have the responsibility to ensure that the succession planning process is consistent with CCNPP’s EEO and affirmative action policies.

f. Human Resources, in conjunction with the Director of Diversity, will confirm that individuals listed on the Succession Planning list as “ready now” meet the objective criteria included on the Succession Planning process planning form.

2. Job Posting

a. CCNPP will post all vacant CCNPP jobs at the first-line supervisor level and below to be filled by CCNPP employees that are expected to last more than 120 days. The only exceptions to the job posting rule will be as follows:

(1) CCNPP will not be required to post positions that must be filled in order to comply with federal, state or local law (e.g. pursuant to the ADA or USERRA);

(2) CCNPP will not be required to post progressive promotions on a pre-determined career path. All job descriptions will state the pre-determined career path;

(3) CCNPP will not be required to post Temporary Assignments as outlined above in Section B.

b. CCNPP will publish job descriptions which will be referenced in the job posting. The job description will list the requirements for the position, including education, on-the-job experience, knowledge, skills and abilities, certifications and any preferred qualifications and/or experience.

c. Job Interviews

(1) CCNPP will prepare a written description of the interview process and make available to all employees.

(2) Human Resources will conduct an initial screening of applications to determine who meets the minimum qualifications. Human Resources and the hiring department Supervision will have the joint responsibility to determine who shall be interviewed. Human Resources

will prepare a brief statement of the selection criteria if the decision is made to interview less than all of the minimally qualified applicants.

(3) African-American candidates can request meetings with Human Resources and the hiring manager to receive an explanation for the denial of an interview. Human Resources, in conjunction with the hiring department manager, may require that an interview be granted to an African-American candidate at CCNPP. If Human Resources and the department manager disagree, they will involve the Diversity Director to resolve the dispute.

(4) If an African-American candidate believes that an interview was not conducted appropriately, CCNPP will arrange for another supervisor to conduct the interview.

(5) Human Resources will maintain a list of applicants at CCNPP for internal posted positions that will indicate who was, and was not selected for an interview, and the reasons that internal candidates were not selected for an interview. This information will be coded by race within the HR Department and sent to the Diversity Director every six months for EEO review.

(6) Human Resources will assist supervisors at CCNPP in preparing interview questions, including preparing interviewing questions on non-technical issues and supervisors should be consistent in questioning all candidates.

3. Job Selection Decision Making for Posted Positions.

- a. CCNPP will make selection decisions at CCNPP based on the job descriptions.
- b. For each selection, the CER and other comparable documentation will identify the decision maker(s).
- c. The documentation of the selection decision will include a description of the decision and the bases for the decision(s).
- d. Human Resources will review all candidate evaluation reports at CCNPP for proper procedure.
- e. When selecting candidates at CCNPP, discipline that was administered in accordance with CCNPP's personnel policy may be considered. If discipline is considered for a particular opening, it must be considered for all candidates. Notwithstanding the foregoing, in connection with any employment decision, the Company will not consider any discipline issued prior to December 31, 2002, unless it is required by law to do so.
- f. All job selection decisions at CCNPP will be coded by race (including those who did and did not receive the selection) and the documentation of these selections, including the CER, together with the job postings and job descriptions, will be provided by

Human Resources to the Diversity Director every six months for the purpose of the Diversity Director monitoring such selections for consistency with the Company's EEO policies.

4. CCNPP will institute an appeal process to address lateral job transfers (*i.e.*, a job with a comparable pay grade) as follows: Class Members who are not selected for a lateral job transfer at CCNPP due to a veto of the decision by their supervisor can appeal this decision to the manager level. The standard on appeal will be whether there is a valid business reason for the Class Member to stay in their current job. Appeal decisions will be provided to the Diversity Director every six months to monitor for consistency with CCNPP's EEO policies.

D. Testing

1. When a job is posted at CCNPP, CCNPP will list the tests an employee must pass to apply for the position. These will be listed in the minimum job requirement section of the job description. 2. With regard to EEI testing, CCNPP will communicate to candidates in writing whether they are recommended or not recommended based on the EEI test results. In addition to making such communication in writing, CCNPP may also communicate the recommendation verbally.

3. For non-EEI testing, if an African-American employee has a question or concern that a written test was not graded fairly, the test, provided it is graded with a key, can be given to the Diversity Director for review.

4. For all non-EEI CCNPP written tests, the Diversity Director will be provided a list of all employees who have taken a given test with an indication of their race and the result every six months.

E. Discipline

1. CCNPP will establish a disciplinary system where supervisors consult with Human Resources before administering any discipline. Human Resources will develop a discipline database log to monitor discipline decisions at CCNPP and will review the discipline database log to consider comparable violations before recommending specific discipline. A brief written statement of the reasons for the level of discipline imposed will be provided to the employee. An employee can appeal any discipline decision that they believe is unfair or inappropriate. The determination shall be documented.

2. Human Resources will provide the Diversity Director a report on all employee discipline at CCNPP coded by race every six months. The Diversity Director shall review the discipline in light of the log to ensure that the system is operating consistent with the Company's EEO policy.

3. Supervisors and Managers shall be instructed in writing that all incidents warranting discipline must be reported to Human Resources.

4. Fitness for duty evaluations at CCNPP shall be administered reasonably and consistent with the Company's EEO policies. Supervisors will be instructed that they are not to order FFD evaluations in order to punish or harass employees.

5. The names and races of all employees at CCNPP who are sent for FFD evaluations will be provided by the Security Department at CCNPP to the Diversity Director for review every six months. The Diversity Director will also be provided the names of all supervisors ordering the fitness for duty evaluations. The Diversity Director will make all necessary and appropriate inquiries to assure that FFD evaluations are being used consistent with the Company's EEO policies.

F. Complaint Procedure. CCNPP has agreed to implement and formalize a written complaint procedure at CCNPP attached hereto as Attachment A.

1. The complaint procedure will generally govern how internal EEO complaints are to be reported, investigated, and resolved. The complaint procedure will be contained within the Handbook governing CCNPP.

2. The Company will establish and maintain a business integrity hotline which CCNPP employees may call to make an internal EEO complaint.

G. Miscellaneous

1. CCNPP will post the employee handbook on the Company's Intranet.

2. CCNPP will provide a copy of the employee handbook to all CCNPP employees who do not have access to a computer at work and who request a copy from Human Resources.

IX. NOTICE TO THE CLASS, OBJECTIONS AND EXCLUSIONS, AND FAIRNESS HEARING

A. Notice. Following Preliminary Approval of this Consent Decree by the Court, the following actions shall be taken to effectuate notice to the Class.

1. On or before fourteen (14) days after the Preliminary Approval Date, Class Counsel shall mail to each person on the Class List, via pre-paid first class United States Mail, a Notice of the Class Settlement in the form of Exhibit B attached hereto and an Opt-Out statement in the form of Exhibit C attached hereto. Class Counsel shall make a good faith effort to ensure that all Class Members receive notice. Class Counsel shall advise CCNPP in a timely fashion of the number of notices that were returned as undeliverable so that counsel for the Parties can seek to locate the correct address for the Class Member.

2. Class Counsel shall provide to the Company documentation of the costs of the notice, and CCNPP shall reimburse Class Counsel for the reasonable costs thereof within fourteen days.

B. Objections And Exclusions

1. Class Members who wish to object to the proposed settlement must do so in writing. Written objections shall be mailed to Class Counsel, Timothy B. Fleming and Lori B. Kisch, Wiggins, Childs, Quinn & Pantazis, L.L.C., 7 Dupont Circle, N.W., Suite 200, Washington, DC 20036, and must be postmarked on or before forty-five (45) days after the Preliminary Approval Date. Class Counsel shall stamp the date received on the original of any objection it receives and serve copies of the objections on CCNPP's counsel no later than five (5) business days after receipt thereof and shall file the date-

stamped originals of any objections with the Clerk of Court no later than five (5) business days prior to the date of the Final Approval hearing. Persons who file objections but who do not opt out shall nonetheless be eligible to file Claim Forms and shall be bound by the same time deadlines as all other persons with regard to submission of claims.

2. In accordance with the requirements of Federal Rule of Civil Procedure 23(b)(3), any Class Member may request exclusion from the class.

3. Class Members who wish to exclude themselves from membership in the Settlement Class must do so in writing by filing with Class Counsel, Timothy B. Fleming and Lori B. Kisch, Wiggins, Childs, Quinn & Pantazis, L.L.C., 7 Dupont Circle, N.W., Suite 200, Washington, DC 20036, a signed, notarized, and dated "Opt-Out" statement in the form of Exhibit C attached hereto, stating that he/she wishes to be excluded from the Settlement Class. Written "Opt-Out" statements must be postmarked on or before forty-five (45) days after the Preliminary Approval Date. Class Counsel shall stamp the date received on the original of any "Opt-Out" statement it receives and serve copies of the "Opt-Out" statements on CCNPP's counsel no later than five (5) business days after receipt thereof and shall file the date-stamped originals of any "Opt-Out" statements with the Clerk of Court no later than five (5) business days prior to the date of the Final Approval hearing. Only those Class Members who request exclusion in the time and manner set forth herein shall be excluded from the Class and shall have no right to file claims under this Consent Decree.

4. In the event that any of the Plaintiffs refuse to execute this Consent Decree, CCNPP shall have the option to void this Consent Decree or to enforce this Consent Decree against them.

5. Pursuant to Federal Rule of Civil Procedure 23(b)(3) and (c)(2), the terms and provisions of this Consent Decree shall have no binding effect on any person who makes a timely request for exclusion in the manner required in this Consent Decree.

6. In the event that more than 25 Class Members opt-out of the class in the manner prescribed in Section IX.B.3. hereto, CCNPP may, at its option, void this Consent Decree. In order to void the Consent Decree, CCNPP shall notify Class Counsel and the Court of its decision to void this Consent Decree no later than ninety (90) days after the Preliminary Approval Date, or three (3) business days before the Fairness Hearing date, whichever comes first. In the event that the Company elects to void this Consent Decree, CCNPP shall have no further obligations under this Consent Decree.

C. Fairness Hearing and Final Approval By The Court. The Court will schedule and hold a Fairness Hearing pursuant to Rule 23(e)(1)(c), Fed. R. Civ. P., for the purpose of deciding whether to approve the settlement upon a finding that the settlement is fair, reasonable and adequate.

D. The Consent Decree shall be effective on the Effective Date.

X. MONITORING AND REPORTING REQUIREMENTS DURING THE TERM OF THE AGREEMENT

A. Reports. Following the Effective Date, CCNPP shall provide to Class Counsel a written, thoroughly documented, and detailed quarterly report setting forth progress, and any problems, with respect to implementation of all of the injunctive relief mandated by this Consent Decree. Such report shall include copies of all policies, procedures, or practices which are implemented pursuant to the Decree. In addition, such report shall include a summary of any race discrimination complaints and situations warranting review or action. All documents created in effectuating the decree shall be confidential and used solely for enforcement of the decree.

B. No Restriction On Information Or Non-Confidential and Non-Proprietary Documents From Class Representatives Or Class Members To Class Counsel. Nothing herein shall be construed to prevent any Class Representative or Class Member from providing to Class Counsel any non-confidential and non-proprietary information or documents relating to the implementation of the Consent Decree.

XI. MONETARY RELIEF AND CLAIMS PROCEDURE

A. Payments To The Plaintiffs

1. CCNPP has agreed to pay Plaintiffs a total amount of six hundred fifty thousand dollars (\$650,000.00) as compensation for their roles as Class Representatives and for their assistance to Class Counsel in prosecuting this action on behalf of the Class. Plaintiffs themselves, with the assistance of Plaintiffs Counsel shall determine how this amount shall be divided among said Plaintiffs, and Class Counsel shall inform CCNPP of the division. Only the legal department and others that need to assist with processing and reporting the payments shall be privy to such information. CCNPP bears no responsibility for the allocation of the aforesaid sums by Plaintiffs and Plaintiffs' counsel, and Plaintiffs hereby release any claim against the Company with respect thereto.

2. CCNPP shall issue individual checks to each of the Plaintiffs in the amounts designated by Class Counsel, less appropriate tax withholding. The Parties agree that the payments to each Plaintiff shall be attributed fifty percent (50%) to back pay and fifty percent (50%) to compensatory damages.

3. All payments to Plaintiffs are expressly conditioned upon the final approval of this Consent Decree and the passage of any appeal date or rejection of any appeal. The payments will be made no later than ten (10) business days after the Effective Date.

4. In executing this Consent Decree, subject to the express conditions in the preceding subsection, Plaintiffs have settled their own individual class and non-class employment discrimination claims against the Company as part of this case, and release all such claims they have or may have against the Company, with the understanding that Plaintiffs have the right to submit their individual claims in the claims procedure established herein.

B. Class Fund

1. CCNPP has agreed to set aside a Class Fund of \$1,550,000 to \$1,850,000, depending upon the operation of Section X.G.3. herein, from which the Special Master

shall distribute awards to Class Members who submit timely claim forms and who are determined by the Special Master to be eligible and qualified to receive monetary relief.

2. CCNPP will deposit this amount into an escrow account within ten (10) business days of the last hearing date outlined in XI.G. below.

3. The Special Master is charged with the duty to use the Class Fund liberally for the humanitarian and remedial purposes for which Title VII of the Civil Rights Act of 1964 was intended. Accordingly, the Special Master is charged with the duty to provide appropriate relief from the Class Fund, taking into consideration backpay, frontpay, and compensatory damages. Notwithstanding the provision of subsection G.4, below, the Special Master shall make awards from the Class Fund expressly for these purposes.

4. Nothing herein is meant to require or suggest that any residual is intended to be held back for the purpose of creating or contributing to a scholarship fund.

C. Appointment Of Special Master

1. Class Members, Class Counsel and CCNPP have agreed to, and the Court has approved, the appointment of Warren K. Kaplan as Special Master to evaluate the eligibility for, and the amount of monetary relief (if any), to be received by any Plaintiff and Class Member. The Special Master shall be the sole determiner of timeliness of claims and the extent of monetary relief, and his/her determination shall be final. The determination of the Special Master may not be appealed, except as to violation of the express terms addressing the powers of the Special Master contained in this Consent Decree.

2. In the event that Warren K. Kaplan is, or becomes unable to serve as Special Master, the Parties, subject to the Court's approval, shall agree to a replacement in the same manner as the original appointment was made.

D. Eligibility Requirements

1. Eligible Claimants shall include only those claimants who satisfy the following criteria:

a. They appear on the Class List and have not made a timely request for exclusion (opt-out) under Section IX.B.3.

b. They timely submit a complete and sworn Claim Form and Release to the Special Master no later than ninety (90) days after the Effective Date.

c. No waiver or release of claims previously executed by an otherwise eligible Plaintiff or Class Member, in connection with the CCNPP TQPC process and the most recent RIF, early retirement, or otherwise, shall operate to exclude such person from filing a claim or receiving an award from the Special Master. Such waivers or releases may be considered by the Special Master in deciding whether to make an award or the amount of an award, to the extent that the waiver or release evidences compensation already actually received for claims that would otherwise be eligible for an award.

E. Procedures To Determine Eligibility And Award

1. Within two (2) weeks after the Effective Date, Class Counsel will send to Class Members who have not opted-out of the settlement a Claim Form (in the form of Exhibit D attached hereto) and Release (Exhibit E). The Claim Form will indicate whether the Class Member requests representation by Class Counsel and/or a hearing before the Special Master. No claim shall be denied by the Special Master solely on the basis that representation by Class Counsel is declined or solely on the basis of the lack of a request for a hearing.

2. Completed Claim Forms must be returned to the Special Master with copies to Class Counsel and CCNPP's counsel no later than ninety (90) days after the Effective Date. If the Claimant has not sent copies to Class Counsel and CCNPP's counsel, the Special Master will do so.

a. CCNPP will respect the confidential nature of, and restrict the identity of, the Claimants and the information in the claims forms to persons who need to know to respond to the claims.

b. To the extent that CCNPP managers or supervisors are provided information on the claims, they will sign a confidentiality acknowledgment.

3. Within one hundred eighty (180) days after the Effective Date (unless such date is extended by agreement of the Class Counsel and CCNPP's counsel or by the Special Master), CCNPP shall submit to the Special Master and Class Counsel or the Claimant, if he or she is not represented by Class Counsel, any response to the Claim Forms.

a. Class Counsel shall, for all claims for which the Class Member has requested representation, submit to the Special Master a brief on behalf of the Class Member advocating the merits and value of the claims, together with any supporting documentation, affidavits, or declarations; and

b. CCNPP, through the persons identified in subsection XI.E.2., above, shall submit to the Special Master and Class Counsel or the Class Member, if he or she is not represented by Class Counsel, any response to the Claim Forms. CCNPP's response shall not comprise advocacy regarding the merits or value of any claim(s), including the extent of monetary relief to be granted, and shall be limited to correction of factual matters necessary to prevent fraud or mistake. The persons identified in subsection E.2., above, shall use the utmost discretion to gather necessary factual information so that the identities of Claimants are kept confidential.

c. At any time before the Special Master makes his/her determination as to the amount (if any) of monetary relief to be received by an Eligible Claimant, the Special Master may request additional submissions and documents from Class Counsel or the Claimant, if he or she is not represented by Class Counsel, or from CCNPP, though the persons identified in Section XI.E.2., above, as to factual matters necessary to prevent fraud or mistake.

4. An Eligible Claimant shall be entitled to a hearing before the Special Master. In the event the Eligible Claimant does not request a hearing, the Special Master may nevertheless order a hearing on part or all of the Eligible Claimant's claims.

a. The Special Master will set all hearing dates and notify the claimant, Class Counsel and CCNPP Counsel of the dates and times of the hearings.

b. No formal record shall be made of the hearing proceedings.

c. The Parties anticipate that a Claimant's hearing will last no longer than 2 hours, although the actual duration of the hearing is at the discretion of the Special Master.

d. CCNPP's participation, which is limited to the persons identified in Section XI.E.2.(a), above, in any such hearing shall not comprise advocacy regarding the merits or value of any claim(s), including the extent of monetary relief to be granted, and shall be limited to correction of factual matters necessary to prevent fraud or mistake.

5. Within sixty (60) days of the final hearing on all claims submitted by Eligible Claimants, the Special Master shall make awards to Eligible Claimants. The Special Master shall make an award to an Eligible Claimant if the Special Master finds some evidence of legally cognizable race discrimination or retaliation.

6. The total amount of all awards made by the Special Master to Eligible Claimants shall not under any circumstances exceed the Class Fund.

7. Acting in his sole discretion, the Special Master shall exclusively determine the eligibility for and amount (if any) due to each Eligible Claimant for relief from the Class Fund under this Consent Decree. For each Eligible Claimant, the Special Master may make a monetary award or deny the claim entirely. Monetary awards may be substantial or nominal. In making such determinations, the Special Master may consider whatever evidence he deems appropriate, including but not limited to any evidence from the Eligible Claimant, Class Counsel or CCNPP (the latter limited as to factual matters, as provided above), except that, the Special Master **shall not** be apprized of, and **shall not** consider, the existence of, or amount of, the incentive payments to the Class Representatives.

8. The Special Master shall provide a brief written explanation of the basis of his/her decision on each claim, including the gross (*i.e.*, pre-tax) amount of the monetary award (if any) on each claim. Each Eligible Claimant shall receive information only as to his/her award, and the basis therefore; only Class Counsel and the CCNPP representatives identified in Section XIA.1, above, shall receive all the information as to awards and the explanations thereof. All such persons shall maintain such information in the strictest confidence.

If 50 or more Eligible Claimants are awarded money by the Special Master, then the Special Master must award the entire Class Fund.

F. Payment Of Eligible Class Member Awards

1. CCNPP shall appoint a Payment Agent for the administration of any payments as awarded by the Special Master. The Payment Agent shall receive only such information as is necessary to carry out his/her duties, as set forth herein.

2. The Payment Agent shall disburse the payment, if any, due each Eligible Claimant, less appropriate taxes and withholding, within thirty (30) days of the date of the Special Master's final decision on all of the Eligible Claimants' claims.

3. The Parties agree that for tax and withholding purposes, all awards of the Special Master will be attributed fifty percent (50%) to backpay/frontpay and fifty percent (50%) to compensatory damages.

4. The Payment Agent shall send to Class Counsel and CCNPP's counsel a listing of each payee's name, the check amount and an itemization of any amounts withheld for taxes. The Payment Agent shall promptly notify Class Counsel and CCNPP's counsel in writing of any checks that are returned or not cashed within 30 days. Class Counsel may take further steps to reach those Eligible Class Members who did not receive and/or deposit their award checks. In the event that any check remains uncashed one hundred fifty (150) days after mailing, the Payment Agent shall remit such funds back to the Class Fund for reversion to be used in accordance with G.4.

G. Costs of Claims Procedure and Reversion

1. CCNPP will place three hundred thousand dollars (\$300,000) to cover the fees and costs associated with the Special Master in an interest-bearing escrow account no later than fifteen (15) days after the Effective Date. The Company will have no further responsibility with respect to fees and costs of the Special Master.

2. Special Master will be remunerated as follows: \$75,000 for the first set of Eligible Claimants, numbering up to 20; \$2,000 each for the next 20 Eligible Claimants; \$1,500 each for the next 20 Eligible Claimants; \$1,200 each for the remaining Eligible Claimants.

3. Any portion of the amount in paragraph X.G.1., above, including any interest on the escrow account, which is not used to cover the fees and costs associated with the Special Master as set forth in X.G.2., above, will revert to the Class Fund.

4. Any portion of the Class Fund that is not awarded to Eligible Claimants by the Special Master pursuant to Section XI.B. will go to a scholarship fund established or designated by the Class Representatives. The Parties will notify the Court of the designated fund at least seven (7) days prior to the Fairness Hearing.

H. Confidentiality Of Awards

1. No Plaintiff, Class Member or Class Counsel shall disclose to anyone the amount of any Special Master awards received under the terms of this Consent Decree, except that a Plaintiff or Class Member may reveal the allocated settlement amount that he or she received to his or her spouse, accountant, financial advisor, tax advisor or attorney, who shall be informed by the Plaintiff or Class Member of this confidentiality requirement and be bound by it, or as required by law.

I. Other Monetary Payments. During the Term of the Consent Decree, the Company will spend a minimum of \$500,000 on diversity efforts, including but not limited to engaging a person to act as a Diversity Director.

1. The Diversity Director's responsibilities will include reviewing the data and reports required by the Consent Decree to monitor and assist the progress of CCNPP in its diversity efforts. The Diversity Director will monitor the implementation and operational effectiveness of the programs, functions, and responsibilities specified in the Consent Decree with respect to training, assignments, promotions, testing and discipline, and shall be empowered to take appropriate actions to ensure the effective implementation of all injunctive relief provided in this Consent Decree.

2. The Diversity Director will attend an annual Town Hall meeting at CCNPP to report on the status of diversity activities. Prior to the Town Hall meetings, the Diversity Director will conduct a forum to raise and discuss issues of particular importance to African-American employees at CCNPP (e.g. the succession planning process).

XII. ATTORNEYS' FEES AND EXPENSES

A. The Parties have agreed that it is appropriate as part of the settlement underlying this Consent Decree for CCNPP to pay Class Counsel reasonable attorneys' fees, litigation expenses and costs in this case, subject to the Court's approval thereof.

B. CCNPP and the Company have agreed to pay Class Counsel the amount of \$1,750,000 for reasonable attorneys' fees, and \$315,000 for litigation expenses and costs already incurred in connection with the underlying litigation. The parties agree that these costs are fair and reasonable. Such payment will be sent to Wiggins, Childs, Quinn & Pantazis, L.L.C. ("WCQP") by courier or wired into WCQP's account within 15 days of the Effective Date. This payment fully satisfies any alleged or actual obligation CCNPP may have to pay attorneys' fees, litigation expenses and/or costs for and on behalf of Plaintiffs and/or the Class for any and all work performed and costs and expenses incurred up through the date of the execution of this Consent Decree by the Parties.

C. For additional work necessary to complete the representation of the Plaintiffs and the Class through the Effective Date of the Consent Decree, CCNPP and the Company agree to pay Class Counsel \$25,000 for time spent preparing any necessary papers to be filed with the Court and for preparing for and representing the Plaintiffs and the Class in court. Such payment will be sent to WCQP by courier or wired into WCQP's account within fifteen (15) days of the Effective Date.

D. For the Claims process, CCNPP and the Company agree to pay Class Counsel a flat fee of \$75,000 for representation of any and all Eligible Claimants, as defined in Section IX.D. herein, regardless of the number, complexity, or merits of such Eligible Claimant's claims or the length of any hearing pertaining thereto. Such payment will be sent to WCQP by courier or wired into WCQP's account within fifteen (15) days of the Effective Date.

XIII. DISPUTE RESOLUTION PROCEDURES

A. In the event that any party to this Consent Decree believes that any other party has failed to comply with any provision of the Consent Decree, the complaining party shall notify the alleged non-complaining party in writing of such non-compliance and afford the alleged non-complying party twenty (20) business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within twenty (20) business days, the complaining party may apply to the Court for appropriate relief.

B. In the event that, upon expiration of this Consent Decree, a dispute is pending pursuant to this paragraph, then the term of this Consent Decree shall be extended solely with respect to the issue in dispute, until such time as such dispute is resolved by the Parties or the Court.

XIV. MISCELLANEOUS PROVISIONS

A. **Press Release.** The Parties agree that they will negotiate the content of, and issue a joint press release regarding the Consent Decree and the settlement of the litigation.

B. **Calculation Of Time.** In computing any period of time prescribed or allowed by this Consent Decree, unless otherwise stated, such computation or calculation shall be made consistent with Rule 4 of the Federal Rules of Civil Procedure.

C. **Counterparts.** This Consent Decree may be executed in one or more counterparts, and each executed copy shall be deemed an original which shall be binding upon all Parties hereto.

D. **Persons Bound By Consent Decree.** The terms of this Consent Decree are and shall be binding on Plaintiffs and all members of the Class who do not opt out, their heirs, assigns, spouses and beneficiaries. It is also binding on the Company and CCNPP and their past, present and future representatives, agents, directors, officers, assigns and successors. There are no third party beneficiaries of this Decree.

E. **Construction.** The terms of this Consent Decree are the product of joint negotiations and shall not be construed as having been authored by one Party rather than another.

F. **Integration.** This Consent Decree constitutes the entire agreement between the Company and CCNPP and Class Counsel hereto with respect to matters herein and it supersedes all negotiations, representations, comments, contracts and writings prior to the date of this Consent Decree.

G. Modification And Severability Of The Consent Decree

1. Whenever possible, each provision and term of this Consent Decree shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event any provision or term of this Consent Decree should be determined to be or rendered invalid or unenforceable (by an Act of Congress, or otherwise), all other provisions and terms of this Consent Decree and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law. If any application of any provision or term of this Consent Decree to any person or

circumstance should be determined to be invalid or unenforceable, the application of such provision or term to other persons and circumstances shall remain unaffected to the extent permitted by law.

2. The Company and CCNPP and Class Counsel shall have the right to seek relevant modification of this Consent Decree to ensure that its purposes are fully effectuated following good faith negotiations as to such modifications. CCNPP and Class Counsel may jointly agree to modify the Consent Decree with the approval of the Court.

3. The Company and CCNPP and Class Counsel shall make a good faith effort to defend this Consent Decree from any legal challenge whether by appeal, collateral attack or objection.

H. Authority. The signatories to this Consent Decree hereby represent and warrant that they have the authority to execute this Consent Decree on behalf of themselves or the company or organization they represent.

I. Notices. All notices and other communications required under this Consent Decree shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States Mail, addressed to the Party hereto to whom the same is directed at the following address:

To the Plaintiffs, the Class and/or Class Counsel:

Timothy B. Fleming, Esq.
Lori B. Kisch, Esq.
Wiggins, Childs, Quinn & Pantazis, , L.L.C.
7 Dupont Circle, N.W., Suite 200
Washington, DC 20036

To the Company and/or CCNPP:

Denise Galambos
Constellation Energy Group, Inc.
Legal Department
750 E. Pratt Street, 17th Floor
Baltimore, MD 21202

With a copy to

General Counsel
Constellation Energy Group, Inc.
Legal Department
750 E. Pratt Street, 17th Floor
Baltimore, MD 21202

I. Notices. All notices and other communications required under this Consent Decree shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States Mail, addressed to the Party hereto to whom the same is directed at the following address:

To the Plaintiffs, the Class and/or Class Counsel:

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Lori B. Kisch, Esq.
Wiggins, Childs, Quinn & Pantazis, , L.L.C.
7 Dupont Circle, N.W., Suite 200
Washington, DC 20036

To the Company and/or CCNPP:

Denise Galambos
Constellation Energy Group, Inc.
Legal Department
750 E. Pratt Street, 17th Floor
Baltimore, MD 21202

With a copy to

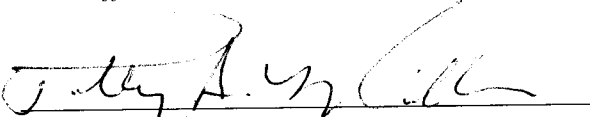
General Counsel
Constellation Energy Group, Inc.
Legal Department
750 E. Pratt Street, 17th Floor
Baltimore, MD 21202

THIS IS A RELEASE: READ CAREFULLY BEFORE SIGNING

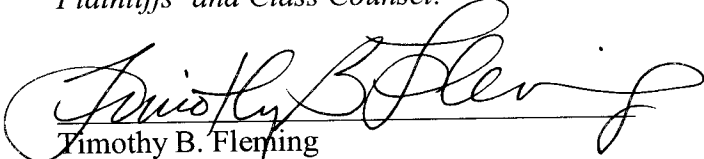
Each Plaintiff expressly warrants and represents:

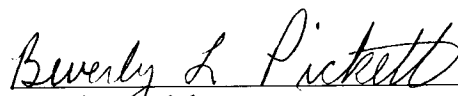
- a. He/she has carefully read the terms of the Consent Decree and is fully aware of the Consent Decree's contents and legal effects;
- b. He/she has had the opportunity to review the Consent Decree with counsel of his/her choice;
- c. He/she executes the Consent Decree voluntarily, knowingly and willingly.


Plaintiffs:


Polly A. Miller

Plaintiffs' and Class Counsel:

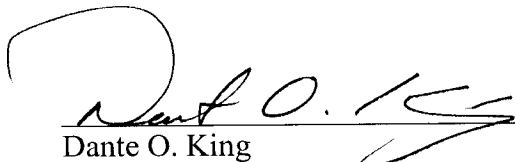

Timothy B. Fleming
Wiggins, Childs, Quinn & Pantazis, L.L.C.


Beverly L. Pickett



Lori B. Kisch
Wiggins, Childs, Quinn & Pantazis, L.L.C.

Elbertino C. Dennis

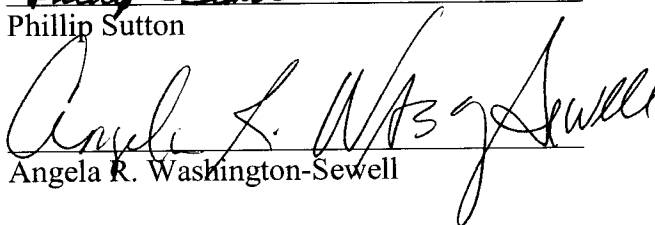
Grant E. Morris
Law Office of Grant E. Morris

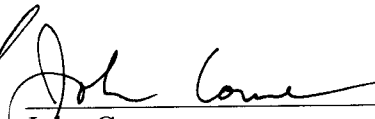

Dante O. King

Counsel for CCNPP:

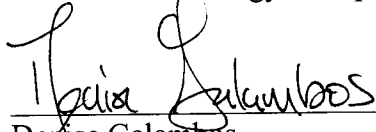

Phillip Sutton

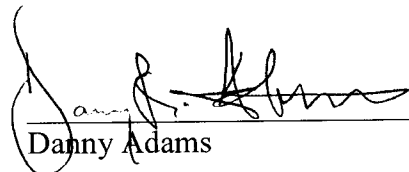
Officer of CCNPP


Angela R. Washington-Sewell



John Corse
Constellation Energy Group, Inc.

Michelle Patton


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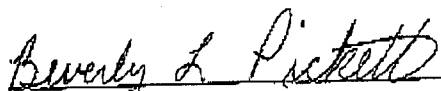
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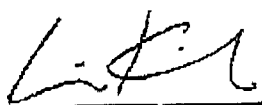
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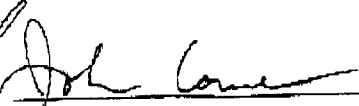

Dante O. King

Counsel for CCNPP:



Phillip Sutton

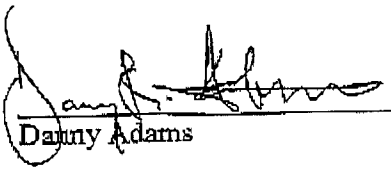

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